
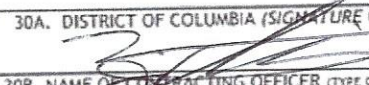


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 18 & 29				1. REQUISITION NUMBER RK139149		PAGE 1 of 27	
2. TASK ORDER AGREEMENT NO. CW78287		3. Award/Effective Date See Block 30c.		4. CONTRACT NUMBER 47QTCA18D004V		5. SOLICITATION NUMBER Doc479392	
7. FOR SOLICITATION INFORMATION CONTACT Email: georgette.johnson@dc.gov		A. NAME Georgette Johnson		B. TELEPHONE (No Collect Calls) 202-727-1104		6. SOLICITATION ISSUE DATE 11/06/2019	
9. ISSUED BY Office of Contracting and Procurement Information Technology Group 441 4TH Street, N.W., Suite 330 South Washington, D.C. 20001		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 13. RESERVED		12. PAYMENT DISCOUNT TERMS Net 30 days	
5. CONTRACTOR / OFFEROR Transitional Data Services, Inc. 1700 West Park Drive, Suite 350 Westborough, MA 01581		16. PAYMENT WILL BE MADE BY CODE Office of the Chief Technology Officer/ Accounts Payable 200 I Street, S.E., Washington, D.C. 20003 www.vendorportal.dc.gov					
15A DUNS NO. 15B TAX ID NO.		17. DELIVER TO Office of the Chief Technology Officer Attn: Tige Johnson 200 I Street, S.E., 5th Floor Washington, D.C. 20003					
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18. ADMINISTERED BY Office of the Chief Technology Officer 200 I Street, S.E., 5th Floor Washington, D.C. 20003					
18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19 IEM NO.		20 SCHEDULE OF SUPPLIES/SERVICES		21 QUANTITY		22 UNIT	
				23 UNIT PRICE		24 AMOUNT	
0001 0003		Data Center Migration Planning and Management		1 Lot		----- \$998,650.00	
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOTAL AWARD (FOR GOVT. USE ONLY) \$998,650.00			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE AGREEMENT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE DC SUPPLY SCHEDULE CONTRACT, FEDERAL SUPPLY SCHEDULE CONTRACT OR COOPERATIVE ARGEEMENT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Michael B. Bullock		29C. DATE SIGNED 1/29/2020		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Xi Contracting Officer		30C. DATE SIGNED 1-29-2020	

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Office of the Chief Technology Officer (the “District”) seeks a Contractor to plan the execution and management of the migration of the District’s existing data center from 3919 Benning Road NE, Washington DC 20019 (ODC1) to 1099 14th Street NW, Washington DC 20005 (ODC4) by September 30, 2020.

B.2 Firm fixed price.

B.2.1 Pricing is in support of the activities and deliverables described in section F.2.2 of document Doc479392 “Data Center Migration Planning and Management”.

B.2.2 Pricing establishes a maximum Physical and Virtual server count not to exceed 2,040 total servers.

B.2.3 Pricing includes access to Transition Manager for a six (6) month duration with capacity not to exceed 2,040 total server images.

B.3 PRICE SCHEDULE

Contract Line Item No.	Item Description	Price
0001	Project Management Oversight	\$328,650.00
0002	Discovery	\$435,000.00
0003	Analysis and Planning	\$235,000.00
Total		\$998,650.00

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Office of the Chief Technology Officer (the “District”) is seeking a Contractor to plan the execution and management of the relocation of District existing data center from 3919 Benning Road NE, Washington DC 20019 (ODC1) to 1099 14th Street NW, Washington DC 20005 (ODC4) by September 30, 2020.

C.2 APPLICABLE DOCUMENTS

None.

C.3 DEFINITIONS/ACRONYMS

These terms when used in this IFB have the following meanings:

Term	Definition
Application	An Application is a type of Asset which may need to be migrated or may be impacted by a migration. Examples include <ul style="list-style-type: none">• Off-the-shelf or custom written program implemented to support a business function• Infrastructure programs providing support services to users and other applications (for example Directory Services, Proxy Services, or Mail Services).
Asset	An Asset is an item which needs to be identified, tracked, and managed as part of migration events. Assets include Applications and IT infrastructure, such as physical and logical servers, network equipment, storage, databases, appliances, and other devices.
Deliverable	A Deliverable is a tangible provided or produced during this project. The Deliverables for this project are specified in the Task/Activities/Deliverables Section below. Deliverables for this project will be provided / made available to Contract Administrator.
Dependency	A Dependency is a relationship between Assets. Dependencies help drive the decisions for grouping Assets together into various Migration Events. Each Asset can have many other Assets which it can be dependent upon and which it provides support to. For example, the Application Asset APP01-PROD is dependent on Server Asset SERVER01 and supports Application Asset APP02-PROD.
Device	A device is a physical server, virtual server, network device, storage, or other IT appliance.
Physical Inventory	Host Name, Manufacturer, Model, Serial Number, Asset Tag Number, Data Center Location, Room, Rack, Rack U-Position and U-Size.
Migration Packet	A Migration Packet also known as a Migration Wave, describes a collective set of migration activities, including pre-migration activities (T-Minus), Migration Event(s) activities, and post-migration activities (T-Plus) for an Application or group of Applications. A Wave may also include specific milestones.

Event	An Event, also known as a Migration Event, is a set of Tasks to be executed in a defined and logical sequence. Events are created to manage migrating one or more Assets. A single Event includes up to three Table Tops, one Command Center, one Runbook, and one Lessons Learned session.
Bundle	A Bundle is a collection of Assets with a common disposition. Bundles are then used by migration teams to organize the Assets around a common activity. For example, Out of Scope, To be Retired, New Inventory, or an individual migration event.
Migration Package Timeline	A Migration Package Timeline, also known as an Event Schedule, contains summary information for the Migration Events, including Event Name, date, status, and Asset counts by asset type.
Project Management Plan	<p>The Project Management Plan, also known as the Project Plan, covers project governance items including the following</p> <ul style="list-style-type: none"> • Project Resource Plan lists the name project resources by role and their participation by Phase/Key Task • Communications Plan includes the project Contact List and the communication timing and method for status reporting and key meetings/sessions by phase included required participation by role • Agreed to Project Documentation Repository • Agreed to Status Reporting format including key Risks, Issues, Actions, and Decisions • As reviewed District's Change Management Process document
High-level Project Schedule	The High-level Project Schedule is a Microsoft Project based document listing the key project tasks and activities including estimated duration, planned start and finish dates, and related task/activity dependencies

C.4 BACKGROUND

- C.4.1** The Office of the Chief Technology Officer (OCTO) is the central technology organization of the DC government; it develops, implements, and maintains the District's technology infrastructure. OCTO's existing data center (ODC1) is a leased building and the District's assets within this facility must be physically relocated by September 30, 2020. ODC1 is a mid-sized data center housing physical equipment and virtual machines.
- C.4.2** The core business services supported for the District include: human resources, procurement tracking and processing, motor vehicles, and email. OCTO currently operates applications spread across multiple platforms including windows, mainframes, Linux, and SunOS. Mainframe applications are used to service users in all District locations, offices and partners.
- C.4.3** The task of retiring the District's oldest data center must be completed while maintaining continuity of critical city operations and services. Disparate services, systems and hardware that have been operating for years from ODC1 will need to be moved, migrated, consolidated, decommissioned or some combination. The successful completion of this strategic initiative is crucial for the District to have the required data center facilities to provide vital redundancy for the city's most critical business applications and sensitive data storage.

C.5 REQUIREMENTS

The Contractor shall plan the execution and management of the below three tasks (C.5.1 – C.5.3) for the District's Data Center Services Migration project from ODC1 to ODC4.

C.5.1 Task I – Project Management Oversight

The Contractor shall provide Project Management oversight to include, at minimum, the following task:

- a. Conduct a Project Kick Off Meeting: The Contractor shall provide a Microsoft PowerPoint presentation. It shall exhibit, at minimum, the project scope, project assumptions, project schedule, staffing plan to include key personnel roles and responsibilities and project communication plan. The Contractor shall submit to OCTO the minutes of the meeting in word/excel or pdf format within 2 calendar days. The minutes shall include any discussions that have occurred during the Kick Off Meeting.
- b. Develop a detailed Project Plan using MS-Project. The Project Plan shall include Work Breakdown Structure (WBS) and Resource Plan.
- c. Develop a Project Management Plan to establish the governance on the project
- d. Develop a Communications Plan to provide an overview of your communications management approach. The Communications Management Plan should include the following:
 - (1) Communication requirements based on roles
 - (2) What information will be communicated
 - (3) How the information will be communicated
 - (4) When will information be distributed
 - (5) Who does the communication
 - (6) Who receives the communication
 - (7) Communications conduct
- e. Develop a Status reporting mechanism that will allow the Contractor to submit weekly status reports.
- f. Establish project action item, to record and track details to keep them from falling through the cracks on the project, risk and issue register to log and document the risks in a master document created during the early stages of the project to help track issues and address problems as they arise.
- g. Review and agree to Change Control Process to be exported into MS Excel or .CSV.
- h. Develop and share the minutes of the meeting after every meeting during the course of the Project. The meeting minutes shall be sent to the OCTO within 2 calendar days of the meeting conducted.
- i. Collect Asset Data which shall be made available to be exported into MS Excel or .CSV

C.5.2 Task II –Discovery

The Contractor shall document the Physical / virtual inventory, Application inventory, and dependency mappings by conducting OCTO Subject Matter Expert (SME) interviews and capturing the notes from the SME interviews.

C.5.2.1 The Contractor shall provide discovery services for the application, compute, storage and network components as follows:

C.5.2.1.1 The Contractor shall create a process that documents and reports the physical/ virtual inventory, application inventory, the capabilities and associated dependency mappings in the data center. The Contractor shall generate the listing of software dependencies per application to create the Application Interdependency Report. Align software and hardware inventory per industry standards.

C.5.2.1.2 The Contractor shall conduct assessments via documentation review or focus groups known as Subject Matter Interviews, related to the application portfolio in order to validate the compute, storage and network dependencies effecting migration.

C.5.2.1.3 The Contractor shall develop a Migration Package Timeline that will be used in order to provision the migration.

C.5.2.1.4 The Contractor shall provide the Application Performance Baseline report for each application prior to the migration. The Contractor shall combine the physical discovery with the application performance in order to determine the best strategy for the different components for migration

C.5.2.1.5 The Contractor shall utilize a methodology and delivery of tools that will combine the physical and logical components along with the required application performance. An Application Profile for each application or service shall be created using an existing Contractor tool. This data will be used to generate the migration packets and the sequence of migration.

C.5.3 Task III – Analysis and Planning

C.5.3.1 The Contractor shall perform analysis of the applications and infrastructure at the compute, storage and network layer and record the details into a migration tool that comprises of an enterprise class database. The migration tool should provide for real time updates. The data collected in this migration tool database shall be made available to be exported via MS Excel.

C.5.3.2 The Contractor shall, in mutual discussions and agreement with OCTO SME's, provide a document categorizing the applications into different

categories in preparation for migration. The migration of the applications and their dependent components in the form of Migration Packets will be iterative based on the category of application.

C.5.4 Migration Tool

The Contractor shall provide an interactive migration tool that would enable an understanding of our environment by having a full list of physical and virtual assets and relationships and dependencies whether they be infrastructure or application specific and, at a minimum, performs the following:

- C.5.4.1 Allow for the entry of the following characteristics listed below in order to migrate applications from an existing source data center to a new location:
- a. Compute characteristics
 - b. Storage consumption
 - c. Network components
 - d. Network topology required by each application.
 - e. Source and destination network ports required for each application.
 - f. Network layers required by each application
 - g. Bandwidth consumption
 - h. Protocols in use
 - i. Available both in SAAS and on-premise deployment models
 - j. Dashboard capability
 - k. Allow multiple users access for data entry and reporting
 - l. Generate Runbooks
 - m. Track status of the migration process

C.5.4.2 The Contractor shall provide an export of the database and representations of the data associated with the migration tool in order for OCTO to import the data to their preferred system

C.5.5 Personnel

- C.5.5.1 The Contractor shall provide appropriately skilled staffing for the Data Center Migration to meet the requirements, roles and responsibilities, and service levels set forth in this SOW.
- a. The Contractor's personnel shall be required to undergo fingerprinting and background check.
 - b. The Contractor shall sign a Non-Disclosure Agreement (NDA) with OCTO on behalf of Contractor's personnel.
 - c. The Contractor's personnel shall be available onsite as needed and mutually agreed to.
 - d. The key personnel should include –
 - (1) Program Manager - PMP / SCM / ITIL certified, with 10+ years of experience in having conducted at least 3 successful mid to

- large data center migrations.
- (2) Lead SME(s) – 5+ years’ experience in having conducted at least 3 successful mid to large data center migrations, 5+ years’ experience with an application mapping tool like Riverbed or other similar type of tool.
 - (3) Business Analyst – 5+ years’ experience in gathering business requirements.

C.5.6 The Contractor shall complete requirements in C.5 no later than the 30th of May 2020 or as mutually agreed to by District and Contractor.

SECTION D: PACKAGING AND MARKING

Reserved

SECTION E: INSPECTION AND ACCEPTANCE

Reserved

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the Contract shall be one (1) year from the date of award specified on the cover page of this Contract.

F.2 DELIVERABLES

F.2.1 The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

F.2.2 Deliverables shall be submitted to the District in accordance with section F.2. The District will provide approval or feedback within 5 business days of deliverable receipt. If approval or feedback is not received from the District, the deliverable is deemed approved. The Contractor shall respond and resolve feedback discrepancies and provide the updated version of the deliverable within 2 business days.

Sl.#	Reference #	Deliverable	Format/ Delivery Method	Due Date
1	C.5.1a	Kick off meeting Presentation	Power point presentation	As agreed to in the High-level Project Schedule
2	C.5.1a C.5.1h	Meeting Minutes	MS-Word/MS- Excel or pdf format	Within 2 calendar days after the meeting
3	C.5.1b	High-level Project Plan	MS-Project	As agreed to in the High-level Project Schedule
4	C.5.1c	Project Management Plan	MS-Word	As agreed to in the High-level Project Schedule
5	C.5.1d	Communications Plan	MS-Word	As agreed to in the High-level Project Schedule
6	C.5.1e	Status Report	MS-Word/MS- Excel or pdf format	Weekly

7	C.5.1f	Action Item List	MS-Excel	Weekly
8	C.5.1f	Risk Register	MS-Excel	Weekly
9	C.5.1f	Issue Register	MS-Excel	Weekly
10	C.5.1g	Change Control Process	MS-Word	As agreed to in the [High-level Project Schedule]
11	C.5.1h	Minutes of Meeting	MS-Word/MS-Excel or pdf format	Within 2 calendar days after the meeting
12	C.5.2.1.1	Physical / Virtual Inventory Report	MS-Excel	As agreed to in the [High-level Project Schedule]
13	C.5.2.1.1	Application Inventory Report	MS-Excel	As agreed to in the [High-level Project Schedule]
14	C.5.2.1.1	Application Mapping report	MS-Excel	As agreed to in the [High-level Project Schedule]
15	C.5.2.1.3	Migration Package Timeline	MS-Word/MS-Excel or pdf format	As agreed to in the [High-level Project Schedule]
16	C.5.2.2	Create an Application Performance Baseline Report	MS-Word/MS-Excel or pdf format	As agreed to in the [High-level Project Schedule]
17	C.5.3.3	Migration Packets and Sequence -Category 1 Applications	MS-Word/MS-Excel or pdf format	As agreed to in the [High-level Project Schedule]
18	C.5.3.3	Migration Packets and Sequence- Category 2 Applications	MS-Word/MS-Excel or pdf format	As agreed to in the [High-level Project Schedule]
19	C.5.3.3	Migration Packets and Sequence - Category 3 Applications	MS-Word/MS-Excel or pdf format	As agreed to in the [High-level Project Schedule]
20	C.5.3.3	Migration Packets and Sequence - Category 4 Applications	MS-Word/MS-Excel or pdf format	As agreed to in the [High-level Project Schedule]

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.
- G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4.
- G.2.3** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
"Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule".

c) Presentation of a properly executed invoice.

G.4.2 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES SCHEDULE

The District shall adhere to the following payment schedule contingent on completion and acceptance of deliverables in accordance with sections F.2 and G.1, unless otherwise stated to by the CO in writing.

Pay Schedule	Percentage
Payment 1: Deliverables 1 thru 11	25 %
Payment 2: Deliverables 6,7,8,9,11,12 and 16	25 %
Payment 3: Deliverables 6,7,8,9,11,17 and 18	25 %
Payment 4: Deliverables 6,7,8,9,11,19 and 20	25 %

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee).”

G.6 THE QUICK PAYMENT ACT

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code § 2-221.01 *et seq.*, as amended, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid if payment for the completed delivery of

the item of property or service is made on or before the required payment date. The required payment date shall be:

G.6.1.1.1 The date on which payment is due under the terms of this contract;

G.6.1.1.2 Not later than 7 calendar days, excluding legal holidays, after the date of delivery of meat or meat food products;

G.6.1.1.3 Not later than 10 calendar days, excluding legal holidays, after the date of delivery of a perishable agricultural commodity; or

G.6.1.1.4 30 calendar days, excluding legal holidays, after receipt of a proper invoice for the amount of the payment due.

G.6.1.2 No interest penalty shall be due to the Contractor if payment for the completed delivery of goods or services is made on or before:

G.6.1.2.1 3rd day after the required payment date for meat or a meat product;

G.6.1.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.1.2.3 15th day after any other required payment date.

G.6.1.3 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor shall take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under the contract:

G.6.2.1.1 Pay the subcontractor(s) for the proportionate share of the total payment received from the District that is attributable to the subcontractor(s) for work performed under the contract; or

G.6.2.1.2 Notify the CO and the subcontractor(s), in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor shall pay subcontractors or suppliers interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of at least 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the:

G.6.2.2.1 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 15th day after any other required payment date.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District is a party. The District may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.6.3.2 The Contractor shall include in each subcontract under this contract a provision that obligates the Contractor, at the election of the subcontractor, to participate in negotiation or mediation as an alternative to administrative or judicial resolution of a dispute between them.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Chris Yi
Contracting Officer
Office of Contracting and Procurement
Phone: 202.724.5069
E-mail: Chris.Yi@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes on behalf of the District. All changes shall be mutually agreed upon by the District and the Contractor.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Tige Johnson
Business Engineering Manager
Office of Chief Technology Officer
Phone: 202.715.3753
E-mail: Tige.Johnson@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 RESERVED

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. § 351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the Contract subject to revision as stated herein. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related

medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the Contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.6 FAIR CRIMINAL RECORD SCREENING

H.6.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.6.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.6.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.6.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.6.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.6.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

Reserved

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

Reserved

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Reserved

I.6 OTHER CONTRACTORS

Reserved

I.7 SUBCONTRACTS

Reserved

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor,

with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$5,000,000 per claim or per occurrence for each wrongful act and \$5,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all

liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**

E. CONTRACTOR’S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Chris Yi
Contracting Officer

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Contractor who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the Contract by reference and made a part of the Contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) GSA terms and conditions
- (4) Contract attachments other than the GSA terms and conditions
- (5) IFB, as amended
- (6) Bid

I.11 DISPUTES

Reserved

I.12 NON-DISCRIMINATION CLAUSE

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the Contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. The affirmative action shall include, but not be limited to the following:
 - (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
 - (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).

- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that Contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 CONTINUITY OF SERVICES

Reserved

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Most Recent Revision
J.5	Way to Work Amendment Act of 2006 for 2019 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 for 2019 - Living Wage Fact Sheet
J.10	Non-Disclosure Agreement (NDA)
J.11	Federal Supply Schedule 47QTCA18D004V